## General Instructions for Use of the Model Contract of Annual Adjustments

- 1. The following Model Contract for Annual Adjustments is provided by the Department of Local Government Finance ("Department") under Indiana Code § 6-1.1-4-19.5(c).
- 2. If a township assessor or county assessor determines to employ a professional appraiser to assist with annual adjustments, the assessor may use this Model Contract. If this Model Contract is not used, then the alternative contract must be specifically approved by the Department pursuant to Indiana Code § 6-1.1-4-18.5(a).
- 3. The Model Contract contains several places for the contracting assessor to complete the necessary information and to make his or her own decision about several of the terms. The Department strongly recommends that the assessor seek the assistance of his or her county attorney in reviewing this contract to ensure compliance with all county policies and procedures regarding contracts that are specific to each individual county. However, the following seven (7) provisions are specifically required by Indiana Code § 6-1.1-4-19.5(b) and should not be removed from the Model Contract:
  - (a) a fixed date by which the professional appraiser or appraisal firm shall have completed all responsibilities under the contract;
  - (b) a penalty clause under which the amount to be paid for appraisal services is decreased for failure to complete specified services within the specified time;
  - (c) a provision requiring the appraiser, or appraisal firm, to make periodic reports to the township assessor involved:
  - (d) a provision stipulating the manner in which, and the time intervals at which, the periodic reports referred to in subdivision (3) of this subsection are to be made;
  - (e) a precise stipulation of what service or services are to be provided and what class or classes of property are to be appraised;

\*The Model Contract lists the services to be provided by the professional appraiser in Article 2 of the contract based on the Department's administrative rules for annual adjustments contained in 50 IAC 21. While it is important that all tasks required by 50 IAC 21 be completed, the assessor and contractor may agree to the division of these tasks based on the individual needs of the county. If the assessor will be responsible for any of the tasks listed in Article 2 of the Model Contract, the task should be moved to Article 3, which sets forth the assessor's responsibilities under the Agreement. The assessor should also feel free to include any other tasks that he or she would like the professional appraiser to complete. Also, the Model Contract includes optional language in Articles 2(c)(12) and (13) concerning sales disclosure forms, which should only be included if the assessor chooses to have the contractor assist with those tasks.

(f) a provision stipulating that the contractor will generate complete parcel characteristics and parcel assessment data in a manner and format acceptable to the legislative services agency and the department of local government finance; and

\*The Model Contract provides in Article 2(c)(11) that if the professional appraiser's services do not include the modification of parcel characteristics and parcel assessment data, the responsibility of generating complete parcel characteristics and parcel assessment data in a manner and format acceptable to the legislative services agency and the department of local government finance remains with the assessor.

- (g) a provision stipulating that the legislative services agency and the department of local government finance have unrestricted access to the contractor's work product under the contract.
- 4. In addition to the statutory requirements discussed above, 50 IAC 15-4-1 specifically requires that four (4) areas be addressed in all professional appraisal contracts. Provisions satisfying the requirements of 50 IAC-4-1 should not be removed from the Model Contract.
- 5. Indiana Code § 6-1.1-4-18.5(b) requires assessor to give notice and receive bids for professional appraisal services prior to entering into a contract with a professional appraiser for any assessment services regardless of whether this Model Contract or an alternative contract is used.

# MODEL CONTRACT FOR ANNUAL ADJUSTMENTS

This co	ontract is entered i	nto this	day of	, 20	, by and
betwee	en the	7	Township Assessor of	Co	ounty, Indiana,
OR the	e County Assessor	of	County, Indiana]	, hereinafte	r referred to as
the "A	ssessor", and/r	name of <u>profe</u>	essional appraiser] of	[appraiser's	address, city,
state a	nd zip]	, herei	nafter referred to as "Contr	ractor."	
			RECITALS		
A.	technical advisor	pursuant to t	that _[he or she]_ should e the provisions of Indiana C ents as required by Indiana	ode § 6-1.1-4-1	7 for the purpose
В.	The Assessor has advertised for bids according to the provisions of Indiana Code § 6-1. 4-18.5 and fulfilled all other statutory conditions precedent to the employment of a technical advisor;				
C.	The Assessor wis contracted by the		act with the Contractor and	the Contractor	is willing to be
D.	The Contractor is a Professional Appraiser as the term is defined in Indiana Code § 6-1.4-17(c) and Indiana Code § 6-1.1-31.7;			ana Code § 6-1.1	
E.	This Contract is subject to the provisions of 50 IAC 15, and the Contractor will comply with the provisions of 50 IAC 15 in connection with this Contract;			tor will comply	
F.	The Department Department."	of Local Gov	ernment Finance shall be k	known in this Co	ontract as "the
			AGREEMENT		
	In consideration	of the premis	es, mutual covenants and c	obligations of th	e parties, the

# ARTICLE 1. INCORPORATION OF RECITALS.

Assessor and Contractor agree as follows:

The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Agreement.

## ARTICLE 2. DUTIES OF THE CONTRACTOR.

(a)	The Contractor shall provide technical assistance to the Assessor in conn	ection with the
` ′	determination of annual adjustments to real property in	County for the
	Assessment Year of, as requested and assigned by the authorize	d designate of
	the Assessor, under the terms and provisions of this Contract, in accordan	nce with and
	furtherance of all rules governing annual adjustments and the assessment	of real property
	promulgated by the Department, and all other applicable laws, statutes, o	rdinances, or
	administrative rules.	
(h)	The class(es) of property to be reviewed by the Contractor under this Con	atract is/are
(D)	, , <u> </u>	mact 18/arc
	limited to [complete as applicable],,	,
	and	

- (c) For the class(es) of property listed in Article 2(b) of this Agreement the Contractor will complete all responsibilities of the Assessor created under Indiana Code § 6-1.1-4-4.5 and 50 IAC 21 regarding annual adjustments and the completion of required ratio studies, unless specifically retained by the Assessor and listed in Article 3 of this Agreement, including but not limited to:
  - (1) Perform ratio studies using the methods or combination of methods acceptable under the Standard on Ratio Studies published by the International Association of Assessing Officials ("IAAO") or other acceptable appraisal methods approved by the Department.
  - Use a valuation date of January 1 of the year preceding the year of the assessment date.
  - Use verified sales of properties occurring within two (2) calendar years preceding the relevant valuation date in performance of the ratio studies.
    - **a.** Sales occurring before or after the assessment date shall be trended if appropriate, in accordance with the IAAO standard and the time adjusted sales price shall become the basis for all ensuing analysis.
    - **b.** If available sales data is insufficient to satisfy the IAAO standard, the Contractor may use sales from earlier or more recent time periods, or both, by adjusting and time trending the sales data as described in the IAAO standard.
    - **c.** If the Contractor determines that there are insufficient commercial and/or industrial improved property sales in order to determine an annual adjustment factor the Contractor shall review one (1) or more of the following to derive an annual adjustment factor:
      - i. Marshall and Swift cost and depreciation tables from the first quarter of the calendar year preceding the assessment date;
      - ii. Income data, rental data, market value appraisals, and other relevant evidence derived from appeals of the most recent assessment date and adjusted, as applicable, to the January 1 of the year preceding the assessment date;

- iii. Commercial real estate reports;
- iv. Governmental studies;
- v. Census data;
- vi. Multiple listing services (MLS) data;
- vii. The independent study performed by the Indiana Fiscal Policy Institute:
- viii. Other information or data to determine an annual adjustment factor.
- (4) Review all neighborhood delineations for the specified class(es) of property established for the most recent assessment date to determine if any adjustments or alterations are desirable.
- (5) Review all land values for the specified class(es) of property established for the most recent assessment date to determine if any modifications are needed in order to promote uniform and equal assessments.
- (6) Review ratio studies for each listed property class and examine the coefficient of dispersion and price related differential to determine if an annual adjustment factor should be applied and determine the appropriate annual adjustment factor if required.
- (7) After any annual adjustment factor is applied, the Contractor shall complete an additional ratio study and provide the results of the ratio study to the Assessor in the manner and format specified in 50 IAC 14-5-1 through 50 IAC 14-5-3.
- (8) Notify the Contract Representative, designated under Article 7 of this Agreement, if any ratio study reveals a coefficient of dispersion and/or price related differential that is outside the appropriate ranges set in 50 IAC 21-11-1 and recommend appropriate actions to address any identified irregularities in accordance with the procedures set forth in 50 IAC 21.
- (9) Conduct any required stratifications and perform ratio studies for each strata until the Contractor determines the properties that are causing a coefficient of dispersion and/or price related differential that is outside of the acceptable range and then make necessary refinements to the valuation for all similar situated properties.
- (10) No later than fifteen (15) business days prior to October 1, the Contractor shall submit to the Assessor all parcel data in the specified formats as required by Indiana Code § 6-1.1-4-25 to be utilized by the Department in accordance with Indiana Code § 6-1.1-33.5-3.
- (11) If the Contractor modifies parcel characteristics in any way, the Contractor agrees to generate complete parcel characteristics and parcel assessment data in a manner and format acceptable to the Department and the Legislative Services Agency. If the Contract does not modify parcel characteristics, the Assessor remains

responsible for generating complete parcel characteristics and parcel assessment data in a manner and format acceptable to the Department and the Legislative Services Agency.

(Articles (12) and (13) are optional provisions to be included if this Contractor will also be responsible for the following services related to sales disclosure forms. If this Contractor WILL NOT be responsible for the following services related to sales disclosure forms, strike Articles (12) and (13).)

- (12) Verify all sales disclosures forms forwarded to the Contractor that the Assessor received under Indiana Code § 6-1.1-5.5-3.
- (13) No later than fifteen (15) business days before March 1 of each assessment year the Contractor must submit to the Assessor all sales disclosure data for the proceeding year in the electronic format specified by the Department.

(d)	All direct assessment activities must be performed by a level two assessor-appraiser certified under Indiana Code § 6-1.1-35.5. All work performed under this Contract must be organized, supervised, or reviewed by a level two assessor-appraiser certified under Indiana Code § 6-1.1-35.5. Additionally, a level two assessor-appraiser certified under Indiana Code § 6-1.1-35.5 must personally fulfill the following duties: [Specify, in detail, the precise obligations that the Assessor desires to be handled personally by the level two assessor-appraiser.] (1)
(e)	Administrative personnel employed by the Contractor may be used to fulfill the following duties: [Specify, in detail, the precise obligations that Assessor does not intend to require a level two assessor-appraiser to handle personally.] (1)

#### ARTICLE 3. RESPONSIBILITIES OF THE ASSESSOR.

The Contractor will not be responsible for the following duties contained in 50 IAC 21: [Specify, in detail, the precise obligations that the Assessor intends to perform in connection with the annual adjustment duties set forth in 50 IAC 21.]

(1)	If any annual adjustment is applied, send notices of assessment to each affected taxpayer pursuant to Indiana Code § 6-1.1-4-22(a),
(2)	
(3)	
(4)	; and
(5)	

# ARTICLE 4. CONSIDERATION

The As	sessor shall pay the Contractor as follows:
comple	of <u>[select desired amount and provisions]</u> in full payment for the ete performance of all duties, responsibilities and activities set out in this Contract the work plan mutually agreed to under Article 8 of this Agreement to be attached ibit A.
ARTICLE 5.	TERM OF CONTRACT.
` '	ontractor shall commence work under this Contract within days of the date of on of this Contract.
assistar	ontractor shall complete all work to be performed under this Contract, other than nee required in regard to an appeal filed under Indiana Code § 6-1.1-15, before act date]
ARTICLE 6.	PROFESSIONAL APPRAISER CERTIFICATION; CONTRACT VOID UPON REVOCATION.
1.1-31. he/she time of	ontractor must be certified as a "professional appraiser" under Indiana Code § 6-7 in order to enter into this Contract. The Contractor represents and warrants that is certified as a "professional appraiser" under Indiana Code § 6-1.1-31.7 at the centering into this Contract; and will take all steps necessary to remain certified as dessional appraiser" under Indiana Code § 6-1.1-31.7 through the term of this ct.
may no	ordance with Indiana Code § 6-1.1-31.7-4, this Contract is void and the Contractor of receive additional funds under this Contract if the Contractor's certification as a signal appraiser" under Indiana Code § 6-1.1-31.7 is revoked.
ARTICLE 7.	CONTRACT REPRESENTATIVE.
person	sessor shall designate a Contract Representative to serve as the primary contact under the Contract. The Assessor shall notify the Contractor of the designation
ARTICLE 8.	WORK PLAN.
Repress Contrac Contrac to the C	

values are required by the Department in order to set tax rates. Upon approval of a work plan, it shall become Exhibit A and become a part of this Contract by this reference.

### ARTICLE 9. CONTRACT REPORTS AND MONITORING.

# ARTICLE 10. TIME AND MANNER OF PAYMENT.

The Contractor shall be paid as follows:

At the end of each month, the Contractor shall submit a claim for payment for work don
under the Contract during that month. The amount of each monthly payment is subject
approval by the Contract Representative, and is subject to full compliance with all other
obligations under this Contract. Approval shall be based on the
time period when the reports must be submitted. For example, monthly, weekly, or
<u>biweekly]</u> progress reports submitted by the Contractor and on the Contract
Representative's inspection of the Contractor's assessment records. Payment shall be
made to the Contractor within days after approval by the Contract Representative.

If all work is not completed under this Contract by the completion date specified in Article 5 of this Agreement or if all required data is not submitted to the Department in the appropriate format in a timely manner, then all further payments will be suspended at that time until all work has been satisfactorily completed and approved by the Contract Representative and as otherwise required under this Contract. Payments of the suspended amount will be made to the Contractor within \_\_\_\_\_ days after that approval by the Contract Representative.

### ARTICLE 11. PENALTIES.

Payments due under this Contract shall be reduced by the amount of (\$\_\_\_\_\_) per business day that any part of the review by the Contractor remains incomplete after any due date specified under this Contract.

### ARTICLE 12. RESPONSIBILITIES.

The final determination of the appropriate adjustment factors and assessed values are and shall remain the responsibility of the Assessor.

# ARTICLE 13. NON-DISCRIMINATION.

Pursuant to Indiana Code § 22-9-1-10, the Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

#### ARTICLE 14. GENERAL PROVISIONS.

- (a) This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the Assessor and the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.
- **(b)** No waiver, alteration, modification, or cancellation of any of the provisions of this Contract shall be binding unless made in writing and signed by all those signing this Contract, or his or her successors in office. The failure of either party at any time or times to require performance of any provisions of this agreement shall not be considered a waiver and will in no manner affect the right at a later time to enforce that provision.
- (c) In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.
- (d) This Contract shall be subject to and interpreted in accordance with the law of the State of Indiana and suit, if any, shall be brought in Indiana courts.

(e) This Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives, provided, however, that this Contract is not binding upon a successor to the elected office of an undersigned Assessor without the successor's prior written consent, nor can the rights, duties, and privileges of the Contractor under this contract be transferred, sublicensed or assigned by it, either in whole or in part, without the prior written consent of the Assessor.

### ARTICLE 15. DELAYS.

Whenever the Contractor or the Assessor have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within \_\_\_\_\_ days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

In the event of a delay by the Department, legislative action or court ruling, the Assessor reserves the right to re-negotiate all terms of the Contract including costs.

#### ARTICLE 16. TERMINATION.

The Assessor may terminate this Contract, if he or she determines that the Contractor has failed to make satisfactory progress toward performance. In such case, the Assessor will transmit a written Notice of the Default and termination to the Contractor \_\_\_\_\_ days prior to the proposed termination date, and the Contractor shall be given \_\_\_\_\_ days in which to remedy the condition which has caused the Termination Notice, or suffer termination.

The Contractor shall continue Contract performance to the extent not terminated under the provisions of the above paragraph and shall be compensated for its performance pursuant to an agreement of the parties.

In the event the Assessor terminates this Contract, in whole or in part as provided in this section, the Assessor may procure, upon such terms and in such manner as he or she may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the Assessor for any excess costs for such similar services, provided, however, the amount of the performance bond, if any, retained by the Assessor shall be deducted in determining the excess costs.

## ARTICLE 17. APPEALS.

The Contractor shall provide ten (10) Consecutive Person Days for support of values after mailing of Notices of Assessment, Form 11s, utilizing personnel familiar with the entire annual adjustment process, including re-inspection of property or explanation of ratio studies as may be needed. Days required above the ten (10) Consecutive Person Days shall be provided at the request of the Assessor at a rate of (\$\_\_\_\_\_) per Person Day.

The Contractor shall provide ten (10) Non-Consecutive Person Days for support of values to the Property Tax Assessment Board of Appeals, including the formal hearing, informal hearing and re-inspection of the subject property as needed. These duties shall be performed by a competent Indiana State Certified Level II Assessor/Appraiser. Days required above the ten (10) Non-Consecutive Person Days shall be provided at the request of the Assessor at a rate of (\$\_\_\_\_\_\_) per person day. This duty of the Contractor shall terminate when all appeals have been resolved.

If an assessed value and/or annual adjustment factor recommended by the Contractor is appealed to any reviewing body, the Contractor or its employee or representative shall, if at least \_\_\_\_ days notice is given to the Contractor, appear at any hearing scheduled on the appeal of the parcel to explain its calculations and defend the recommendation. A fee of (\$\_\_\_\_\_) per hour shall be paid to the Contractor for services rendered in connection with the assistance on the appealed parcel over and beyond the above stated Non-Consecutive Person Days. This duty of the Contractor shall terminate when all appeals have been resolved.

### ARTICLE 18. INDEPENDENT CONTRACTOR

In the performance of this Contract, Contractor will be acting in an individual capacity and not as an agent, employee, partner, joint venturer or associate of the Assessor. The employees or agents of the Contractor shall not be deemed or construed to be the employees or agents of the Assessor for any purpose whatsoever.

# ARTICLE 19. LIABILITY.

The Contractor agrees to indemnify, defend, and hold harmless the Assessor and his or her township and county, and all agents, officers and employees of those townships and that county, from all claims and suits including, court costs, attorney's fees, and other expenses, caused by any act or omission of the Contractor and/or its subcontractors, in connection with this Contract.

# ARTICLE 20. SUBCONTRACTING.

The Contractor must obtain the prior written approval of the Contract Representative before subcontracting all or any portion of this Contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials.

If subcontractors are used, the Contractor is responsible for contract performance, compliance with terms and conditions of this Contract, and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.

#### ARTICLE 21. FORCE MAJEURE.

Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case, the delays must be beyond the control and without the fault or negligence of the non-performing party.

### ARTICLE 22. MAINTAINING A DRUG-FREE WORKPLACE.

Contractor hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the Assessor within ten (10) days after receiving actual notice that an employee of the Contractor has been convicted of a criminal drug violation occurring in Contractor's workplace.

In addition to the provisions of the above, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by Contractor in conjunction with this Contract and which is appended as an Attachment to this Agreement.

It is further expressly agreed that the failure of Contractor to in good faith comply with the terms of the above, or falsifying or otherwise violating the terms of the certification referenced above shall constitute a material breach of this Contract, and shall entitle the Assessor to impose sanctions against Contractor including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of Contractor from doing further business with the County for up to three (3) years.

# ARTICLE 23. CONFIDENTIAL NATURE OF APPRAISAL DATA

The Contractor shall assure that no individual on the Contractor's staff shall disclose any appraisal information to any individual, firm or corporation other than appropriate public officials and their authorized agents. Any data, which is to be released, shall be provided to the Assessor who shall provide for its release. However, the Department and the Legislative Services Agency shall have unrestricted access to the Contractor's work product under this Agreement.

## ARTICLE 24. IDENTIFICATION.

All field personnel involved with the completion of this Agreement shall carry identification cards, which will include a photograph of the individual and the County Assessor's signature. All automobiles used by field personnel shall be marked appropriately and registered with County Sheriff's office, with local police departments located within the county, and with the County Assessor's office.

#### ARTICLE 25. WORK PRODUCT DELIVERY.

The Contractor shall be responsible for the delivery of the following products to the Assessor at the completion or termination of this Agreement:

- (1) Documentation of procedures used throughout the reassessment program;
- (2) Any and all training materials and manuals used to train the Contractor's staff;
- (3) All field worksheets for each parcel of real property;
- (4) All maps and/or other information provided for the Contractor by the Assessor;
- (5) All information gathered, created, or reviewed for the verification of sales disclosure; forms, neighborhood delineations, land values, and/or any time adjustments to sales prices; and
- (6) All ratio studies and supporting documentation.

## ARTICLE 26. CONTRACTOR EMPLOYEES – PROJECT MANAGER.

The Contractor shall assign by name an Indiana Level II Assessor/Appraiser as project
manager. The assigned Indiana Level II Assessor/Appraiser shall be:
. The current contact information for the
assigned person is:

# ARTICLE 27. OFFICE SPACE.

The Assessor shall not be responsible for providing the Contractor with office space in connection with the execution of this contract. All furnishings, equipment, supplies, and telephone shall be supplied by the Contractor.

### ARTICLE 28. INSURANCE AND WORKER'S COMPENSATION.

The Contractor shall carry automobile, public liability and worker's compensation insurance in the amounts as follows:

<u>Type</u> <u>Coverage</u> <u>Amount</u>

[List any insurance that the County requires the Contractor to carry and the amount required.]

A certificate from an insurance carrier authorized to do business within the State of Indiana shall be furnished to the Contract Representative attesting to the coverage stated above. The Contractor shall indemnify and hold the County Assessor, the County, its officers and all employees harmless from all claims, demands, payments, suits, actions, recovery and judgments of every kind and description brought or recovered against it by reason of any act or omission of the Contractor, its agents, or employees in the execution of this Agreement.

IN WITNESS Wofficers this		arties have executed this contr_, 20	act by their duly authorized
APPROVED:			
[Ca	ounty Name]	County Assessor:	
	By:	[signature] [name printed]	, County Assessor
[if applice	able]		
[To	wnship Name]_	Township Assessor:	
	By:	[signature] [name printed]	,Township Assessor
	egal Name of C	Company], Professional A	ppraiser:
	By: inc	[signature of luding job title]	company's representative,
	inc	[printed name of cluding job title]	company's representative,
[Co	ounty Name]	County Commissioners:	
	Ву:	[signature] [name printed]	Commissioner
	By:	[signature]	, Commissioner
	By:	[n:	, Commissioner

[County Name]	County Council:	
Ву:	[signature]	
_	[name printed]	
[County Name]	County Attorney:	
By:	[signature] [name printed]	
ATTESTED:		
[County Name]	County Auditor:	
By:	[signature]	
	[name printed]	, County Auditor